

RESOLUTION NO. 1539

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE CITY MANAGER TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AGREEMENT FOR PURPLE HEART CITY SIGNING.

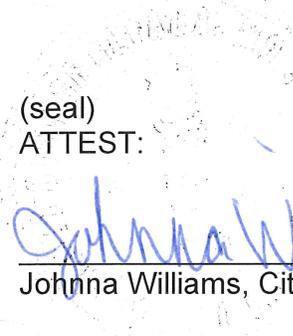
WHEREAS, The City of Nevada requests approval from the Commission to install and maintain Purple Heart City Signs at the West and East City limits

WHEREAS, The City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and attest the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Missouri that the application is hereby approved.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri, this 3rd day of September, 2019

(seal)
ATTEST:



Johnna Williams, City Clerk


George Knox, Mayor

AGENDA ITEM
September 3, 2019

Subject: Modot Agreement for Purple Heart Sign installation

Department: Administration

The attached resolution will grant approval for the City of Nevada to install Purple Heart City markers at the west and east City limits.

CCO Form: TR42
Approved: 08/06 (BDG)
Revised: 06/19 (GH)
Modified:

MoDOT District: Southwest
MoDOT Agreement Administrator: Randy Morris PE
eAgreement No.: 2019-08-52508

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and **City of Nevada** (hereinafter, "Applicant"), whose address is **110 S Ash Street, Nevada, MO 64772**.

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in **Vernon** County, Missouri in the general vicinity of **US 54**; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission allow Applicant to construct, install and maintain the following sign(s):

- Blue Star Marker(s)
- Buckle-Up Signs(s)
 - Community Awareness Sign(s)
 - DARE Sign(s)
 - Drug Free School Zone Sign(s)
 - Tree City USA Sign(s)
 - Disaster Resistant Community Sign(s)
 - Storm Ready Community Sign(s)
 - Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
 - Local Reference Signs
 - City Hall/County Courthouse Signs(s)
 - Police Station/Sheriff's Department Sign(s)
 - City/County Park Sign(s)
 - Library Sign(s)
 - Recycle Center Sign(s)
 - Compost Site Sign(s)
 - Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- Bus Stop/Mass Transit Sign(s)
- Neighborhood Watch Sign(s)
- Noise Ordinance Sign(s)
- Other sign(s) approved by the Commission's State Traffic Engineer

Purple Heart Signing

(A) The sign(s) design will follow the guidelines and regulations of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

Year round

Seasonally

from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) **INSTALLATION:** The signs shall be installed on a post supplied by the applicant and shall not be attached to Commission's pole or traffic control devices. The post shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) **TRAFFIC CONTROL:** All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized representative

(4) **PERMIT:** Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) **COSTS:** If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) **HIGHWAY SPECIFICATIONS:** All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) **MAINTENANCE:** Applicant shall maintain signs following the guidelines of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Engineering Policy Guide* (EPG) for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's **City Manager** is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

JD Kehrman
City Manager
City of Nevada
110 S Ash Street
Nevada, MO 64772
Phone: 417-448-5101

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(18) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit A: Sign Display Detail

(B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Applicant the 3rd day of September, 2019.

Executed by the Commission the 27th day of September, 2019.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT **City of Nevada**

X By Niuel Hood
Title State Highway Safety and Traffic Engineer

By [Signature]
Title City Manager

ATTEST:

Secretary to the Commission

ATTEST:

By Johnna Williams
Title City Clerk

Approved as to Form:

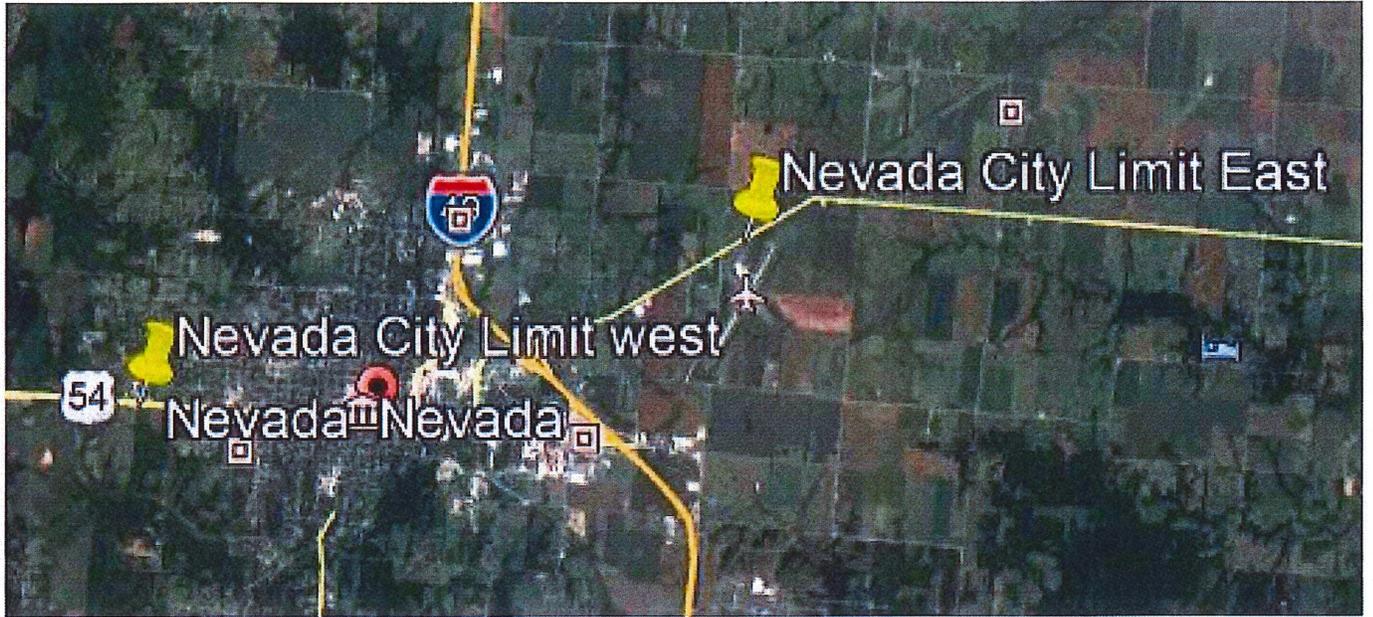
Commission Counsel

Copies: Applicant
District
Highway Safety and Traffic Division
Commission Secretary

EXHIBIT A
Sign Display Detail

Sign No:	1	Size:	24" x 30"	Quantity:	2	Sign No:	2	Size:		Quantity:	
 <p>The image shows a rectangular sign with a dark green background and rounded corners. At the top center is a gold-colored Purple Heart medal. The medal features a profile of a soldier's head facing left, set against a dark blue background. Above the soldier's head is a shield with three red stars on a white background, flanked by green laurel branches. Below the medal, the words "Purple Heart City" are written in a white, sans-serif font, with "Purple" on the top line and "Heart City" on the bottom line.</p>											
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	

EXHIBIT B
Sign Location Layout



Location Map for Purple Heart Signs Placed at Nevada City Limits

MINUTES
REGULAR SESSION CITY COUNCIL MINUTES
Tuesday, June 3, 2014
7:00 p.m.

NOTICE OF MEETING

A regular session of the City Council of Nevada, Missouri was posted pursuant to Section 2-6 and Section 2-7 of the City Code and RSMo., Chapter 610.021 with a tentative agenda on May 30, 2014 at 10:30 p.m.

CALL TO ORDER

A regular session of the City Council of Nevada, Missouri was held on Tuesday, June 3, 2014 pursuant to Section 2-6 and 2-7 of the City Code and Section 3.11 of the City Charter.

Mayor Barrett called the meeting to order at 7:01 p.m., followed by the Pledge of Allegiance.

INVOCATION

Brian Leonard gave the invocation.

ROLL CALL

The following Council members were present for roll call:

Present: Barrett; Christie; Hertzberg; Leonard; Novak

Absent: None

Staff present: JD Kehrman, City Manager; Wm. G. McCaffree, City Attorney; Bev Baker, City Clerk; Kristie Modlin, Treasurer; Mark Mitchell, CIO; Johnna Williams, Planning Manager; Graham Burnley, Chief of Police; William Thornton, Fire Chief; Randy Marti, Administrative Service Director; Sharon Kegler, Human Resources Director; Dana Redburn, Parks & Recreation Director; Roger Beach, Field Operations Manager; Shawn Middendorf, Alliance Water Resources; Julie Lewis, Executive Assistant.

PROCLAMATIONS

Mayor Barrett announced a proclamation would be read at Max Motors event for Military Appreciation on June 7th 11:00 a.m. – 1:00 p.m., declaring the City of Nevada a Purple Heart City in recognition of our communities Purple Heart Medal recipients.

APPROVAL OF MINUTES

Councilperson Christie moved to accept the May 20, 2014 regular session City Council minutes as written. Councilperson Novak provided the second. The motion was duly considered and passed unanimously.

PROCLAMATION Purple Heart City

Whereas, the City of Nevada, Missouri and our community have a great admiration and the utmost gratitude for all the men and women who have, and are, selflessly serving their country and this community in the Armed forces; and

Whereas, Veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and,

Whereas, the contributions and sacrifices of the men and women who served the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

Whereas, many men and women in uniform have given their lives while serving in the Armed Forces; and

Whereas, citizens of our country have received the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

Whereas, the City of Nevada seeks to remember and recognize veterans who are recipients of the Purple Heart Medal; and

Whereas, I proclaim the City of Nevada, Missouri to be a Purple Heart City, honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms.

THEREFORE, BE IT ORDAINED BY THE CITY OF NEVADA MISSOURI as follows:

Now, therefore, be it resolved on this 3rd day of June, 2014, I, Seth Barrett, Mayor of

the

City of Nevada supports the City of Nevada becoming a Purple Heart City in recognition

of our communities Purple Heart Medal recipients.